

USER TERMS & CONDITIONS

1. Definitions

- 1.1. In these terms and conditions, the follow words or phrases shall, unless the context requires otherwise, have the following meanings:

Venue Manager	the Head of Sports (Programmes & Operations)
Consumer	an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession
Agreement	The agreement between University and the Member as set out in these terms and conditions as amended from time to time together with any special terms agreed in writing
Data Protection Legislation	the UK General Data Protection Regulation ((EU) 2016/679) (“ UK GDPR ”), together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 (“ DPA ”)
Duty Manager	the Sports Venue Duty Manager on duty at the Venue
Facilities	the premises, equipment and other facilities of the Venue
Fees	the charges payable by the Member in connection with the Membership, as set out in clause 4 below
Fees Schedule	the list of Fees payable by the Member, available to view at S&AL Membership schedule
Force Majeure Event	an event delaying performance or causing a failure to perform, any obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond a party's reasonable control
Leisure Hub	The online membership and bookings system used by members to book and pay for sessions and manage their membership.
Member	a User who has membership of the Venue by currently paying an annual or monthly fee for use of some of the Facilities
Membership	means an annual or monthly membership enabling access to the Facilities to the User
Special Users	children, vulnerable adults or Users with disabilities affecting their ability to use the Facilities
University	Leeds Beckett University (of which the Venue is a part)
User	any person or organisation using the Facilities of the Venue (including but not limited to spectators, supporters and visitors)
Venue	either Leeds Beckett University, Headingley Campus, LS6 3QQ or City Campus LS1 3HE

2. Permitted Users and Member Obligations

- 2.1. The Venue and its Facilities are available to Users, Members, individuals, and other organisations/people as agreed by the University.
- 2.2. For health and safety reasons, individuals under the age of 16 years old are not permitted to enter or use any of the gym facilities under any circumstances (whether using the equipment or not) and individuals between the ages of 16 and 18 years old may only use the gym facilities if the written consent of their parent or legal guardian is provided to the Venue Manager and the Venue Manager is satisfied that it is safe for them to use the gym facilities.
- 2.3. All Members must:
 - 2.3.1. Be 18 years old or older;
 - 2.3.2. Not permit any other persons to use their Membership. In particular, a Member may not permit another to use his/her/their Leisure Hub account to book Facilities or gain entry to the Venue;
 - 2.3.3. Report any breaches of the above obligation, should a member have reason to believe someone else may be using their access details
 - 2.3.4. Follow the facility entry system which requires users to check in to activities and access the facility using a unique QR code obtained from their Leisure Hub account
 - 2.3.5. Provide proof of status if they are student, alumni or staff members;
 - 2.3.6. Dress appropriately for the activity they are taking part in at the Venue
 - 2.3.7. Not bring electrical equipment into the Venue locations without prior approval of the Venue Manager;
 - 2.3.8. Notify the University immediately if they are no longer a student or employee of University by contacting sport@leedsbeckett.ac.uk.
 - 2.3.9. Comply with all reasonable instructions from the Duty Manager, the Venue Manager and other employees of the University responsible for the safe and responsible use of the Venue and Facilities, including but not limited to health and safety instructions.
 - 2.3.10. Remain aware of and comply with any Access Policy or other guidance on use of the Venue and Facilities issued from time to time by the University and published and/or displayed in the Venue.
 - 2.3.11. Not smoke (including e-cigarettes) in any of the Facilities or use any of the Facilities whilst under the influence of alcohol, narcotics, tranquilizers or any medication or other substance which may affect your ability to exercise safely;
 - 2.3.12. Not take any photographs or videos unless consent of the individuals and the University has been obtained.
- 2.4. Membership entitles the Member to use the Facilities as detailed within your membership package [S&AL Membership Schedule](#)
- 2.5. The University reserves the right to vary access times to the Venue and Facilities. Membership does not guarantee access to the Facilities at any given time. From time to time the University may close the Facilities to undertake repairs or refurbishments. In such cases there will be no obligation on the University to refund or extend Memberships where a Member's primary use is affected. Where prolonged refurbishments are required, consideration will be given to alternative activities at the University's discretion.

3. Right to Cancel

- 3.1. Members may cancel this Agreement within 14 days of signing this Agreement without giving any reason. If you cancel during this period you will receive a full refund.

- 3.2. The cancellation period will expire after 14 days from the day you accept the terms of this Agreement (the date of acceptance).
- 3.3. To exercise the right to cancel, you must inform the University of your decision to cancel this Agreement by a clear statement sent to sport@leedsbeckett.ac.uk.
- 3.4. Members who have joined online will be covered by Distance Selling Regulations.
- 3.5. Members are not permitted to transfer their membership to anyone else.

4. Fees

- 4.1. The Member shall pay the Fees as set out in [S&AL Membership Schedule](#)
- 4.2. All Fees due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.3. The University conducts an annual review of Fees and reserves the right to amend the prices of Membership packages at its discretion.
- 4.4. Members will be notified by email at least one month in advance of any increase in Membership Fees and when that increase will take effect.

5. Term

- 5.1. This Agreement commences when the University confirms to the applicant that it has accepted their membership application
- 5.2. Where a Member is a student:
 - 5.2.1. Memberships shall commence on the day that the applicant purchases their membership.
 - 5.2.2. Membership shall automatically terminate on 31 July of the following year unless terminated early in accordance with clause 6 of this Agreement.
- 5.3. Where a Member is an employee of the University or a member of the general public:
 - 5.3.1. Memberships shall commence on the date that the Fees are paid in full, or the first monthly direct debit instalment is taken;
 - 5.3.2. Annual memberships shall automatically terminate 364 days after the date referred to in clause 5.3.1, unless terminated early in accordance with clause 6 of this Agreement. Monthly memberships shall terminate only in accordance with clause 6 of this Agreement.

6. Termination, Early Termination and Suspension

- 6.1. The University may terminate Membership immediately if the Member:
 - 6.1.1. breaches any terms of this Agreement;
 - 6.1.2. ceases to be a student of the University;
 - 6.1.3. ceases to be an employee of the University;
 - 6.1.4. the Member fails to pay any amount due under this Agreement on the due date for payment;
 - 6.1.5. in the University's reasonable opinion, the continuation of the Membership would create a conflict of interest and/or cause detriment to the University's reputation;

6.1.6.the Member acts in such a way as likely to cause injury or serious disruption or otherwise acts in an aggressive, abusive, anti-social, threatening, harassing, bullying or discriminatory way to University staff, students, other Users, members of the public;

6.1.7.the Member acts in such a way as likely to cause damage to property;

6.1.8.the Member fails to comply with reasonable instructions or guidance issued by the University in relation to the safe use of the Venue and Facilities.

6.1.9. In this event you will no longer be able to access any of our facilities and we will not give any refund.

6.2. Those members making monthly payments are on a rolling monthly contract (your membership will be extended automatically by one month) for each payment until the end of the contract term or unless terminated early in writing in accordance with clause 6.3. Those members are not entitled to any refunds of membership fees.

6.3. Any Member may terminate his/her/their membership by giving four weeks' notice in writing to sport@leedsbeckett.ac.uk, without affecting any other right or remedy available to them.

6.4. In case of a dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.

6.5. Where notice is given by the Member in accordance with clause 6.3 in relation to an Annual Membership and the Member has paid Fees for the Term in full on the date notice is received, the Member will be entitled to receive a refund of Fees in accordance with the following table:

Where notice is given in a given academic year	Refund available
Within one month from your membership start date	Two thirds of the annual membership fee
Within three months from your membership start date	One third of the annual membership fee
After three months from your membership start date	None of the fees are refundable

Where notice is given by the Member in accordance with clause 6.3 in relation to an Annual Membership that has been paid in direct debit instalments, on the date the notice is given, the Member will be entitled to receive a refund of Fees in accordance with the following table:

Where notice is given in a given academic year	Refund available
Within one month from your membership start date	The first direct debit instalment is refundable (if paid)
Within three months from your membership start date	The second direct debit payment is refundable (if paid)
After three months from your membership start date	None of the fees are refundable

- 6.6. AU players only – where a player injures themselves whilst competing for their AU team within 3 months of commencement of this Agreement, and cannot play for the rest of the season, the AU may at its discretion refund a percentage of the Fees paid for the period when they have been unable to use the Facilities. All requests for such refunds must be e-mailed to athleticunion@leedsbeckett.ac.uk with formal medical proof of injury.
- 6.7. Termination of Membership, howsoever arising, shall not release any party from any obligation or liability arising in relation to this Agreement in respect of any act or omission arising at, or prior to, such termination and shall be without prejudice to any rights which have accrued at the time of termination which shall remain in full force and effect after such termination.

7. Health and Safety

- 7.1. Users will comply with the University's Health and Safety Policy at https://www.leedsbeckett.ac.uk/staffsite/-/media/files/staff-site/estates/safety-health-and-wellbeing-az/nn_safety_health_and_wellbeing_policy.pdf?la=en
- 7.2. All injuries/accidents and near misses must be reported immediately to the Duty Manager (if necessary, through any Venue staff on duty).
- 7.3. Users must check Facilities before use and report any concerns immediately to Venue staff.
- 7.4. The Venue reserves the right to refuse access to Facilities if it is deemed to be unsafe. This includes where the recommended maximum number of Users for a facility has been reached.

8. Special Users

- 8.1. Children are those under the age of 18. Vulnerable Adults are those as defined under section 59 of the Safeguarding Vulnerable Group Act 2006. A disabled person is someone with a disability as defined under relevant disability laws.
- 8.2. The University is a committed equal opportunities organisation. It will not unlawfully discriminate against Special Users. It will look to accommodate the needs of Special Users. However, the University reserves the right to refuse to permit the use of Facilities where to do so would be lawful and the University feels it cannot reasonably accommodate all the identified needs of the Special User.

9. Pets and Animals

- 9.1. Pets and other animals are not permitted on any University sporting premises. The only exceptions to this are guide dogs for the blind, hearing dogs for the deaf, other working dogs that assist people with disabilities, or animals associated with a specific event as agreed with the Venue Manager. Policies exist surrounding working dogs and they will need to be left in a designated location when using certain facilities – further information can be requested from the Sports & Active lifestyles team.

10. Data Protection

- 10.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of the Data Protection Legislation and all other regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications.
- 10.2. The University shall process all personal data received by it in accordance with its privacy policy, a copy of which is available at [Sport and Active Lifestyles Privacy Notice | Leeds Beckett University](#)

11. Limitation of Liability

- 11.1. Nothing in this Agreement shall limit or exclude the University's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter which cannot be limited or excluded by law.
- 11.2. Subject to clause 11.1, the University shall under no circumstances be liable to the User whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

11.2.1. any loss of profit, loss of contract, or any indirect or consequential loss arising under or in connection with this Agreement or

11.2.2. damage, theft or loss of any property of the User or any other guests or invitees to the Venue.

11.3. Where the User is a consumer, this Agreement will not affect its rights under law which cannot otherwise be excluded. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

12. General

12.1. **Complaints.** The Member should contact the University by telephone on 0113 812 3160 or in writing at sport@leedsbeckett.ac.uk if it has any complaints about the Services.

12.2. **Force Majeure.** The University shall not be in breach of this Agreement nor liable for delay in performing or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.3. **Notices.** Notices shall be deemed to have been duly received:

12.3.1. if delivered by email, at the time of transmission;

12.3.2. if delivered personally, when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing; or

12.3.3. if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting; or

12.3.4. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.4. **Anti-Bribery and Modern Slavery.** Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010 or the Modern Slavery Act 2015.

12.5. **Assignment and Sub-Contracting.** The Member may not sub-contract assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the University's prior written consent. The University may sub-contract assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Member.

12.6. **Entire Agreement.** This Agreement contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party acknowledges and agrees that it has not been induced to enter into this Agreement by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in this Agreement are (to the fullest extent permitted by law) excluded from this Agreement.

12.7. **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to this Agreement shall have any right to enjoy the benefit or enforce any of the terms of this Agreement.

12.8. **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

12.9. **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under this Agreement or by law.

12.10. **Severability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from this Agreement in so far as this Agreement relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of this Agreement shall not be affected or impaired.

12.11. **Governing Law and Jurisdiction.** This Agreement shall be governed by English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts.

Annex C – Cases involving allegations of misconduct within the Athletic Union (AU)

Introduction

The [Student Code of Conduct](#) (“the Code”) applies to all registered Leeds Beckett students. It sets out expected standards of behaviour and how allegations of breaches of the Code will be handled. This document does not replace the Code. It is intended to provide clarification on the management of conduct issues arising specifically in the context of AU activities.

Every club member is a representative of Leeds Beckett University. The Athletic Union should be a welcoming, safe, inclusive place where club members behave in the best interests of their team mates, the University and the wider community. This commitment includes honouring the [Varsity Pledge](#). The Club Captain and Social & Welfare Officer from each club have the responsibility to ensure that their club adheres to the Code, and are required to attend annual Social & Welfare training to support them in meeting this responsibility. The AU offers an open-door policy to any AU member or other individual who believes that misconduct may have occurred or wishes to disclose information of a sensitive nature.

1. Examples of misconduct

In addition to the examples of misconduct set out in the Student Code of Conduct, the following apply to AU clubs:

1.1. Organising or participating in initiations or ‘hazing’. This involves acts linked to club membership which may produce mental or physical discomfort, or may humiliate, demean or harass. It includes forcing anyone to consume inappropriate or excessive substances.

1.2 Consuming alcohol while playing in a Leeds Beckett University sports fixture.

1.2 Using offensive language or inappropriate images (including nudity) on any club social media. This includes content by association i.e. ‘retweets’ and ‘likes’.

1.3 Wearing clothing with offensive words, language, or images on it while participating in club activities.

1.4 Antisocial behaviour or behaviour which may bring the University’s name into disrepute on sports tours.

1.5 Inappropriate use of University branding,¹ or using it without permission.

2. AU investigation

2.1 The AU will normally investigate in cases where:

- The incident has taken place during a recognised AU activity (training, match, awards event, Varsity etc) or a Club society activity (including tour).
- The allegation relates to AU Club activity on their social media, web or chat accounts.

2.2 The AU will not normally investigate in cases where:

- The matter is already being investigated elsewhere (either by the police or by an investigator appointed by the University under the Student Code of Conduct)
- The student regarding whom the allegation was made is not a member of the AU.

¹ Branded clothing/equipment is defined as any item embellished with the Leeds Beckett or formerly Metropolitan logo (this includes any reference to Leeds Beckett, Beckett, Carnegie, LBU, Leeds Metropolitan, Leeds Met, and LMU). All branded clothing is designed and manufactured by the approved University supplier. Any alterations to branded clothing/equipment must be approved by marketing, including the addition of names/initials.

2.3 At any point in the AU process, the matter may be referred to the main procedure set out in the University Code. This will usually be the case in relation to misconduct that is appropriate to deal with under stage two of the procedure, including:

- sexual misconduct
- violent behaviour
- harassment
- behaviour that may amount to a criminal offence and
- incidents that potentially bring the University into disrepute.

3. AU Outcomes

3.1 The outcomes below may be applied following a police or University investigation, based on the findings of that investigation.

3.2 On the same principle as the Precautionary Measures set out in section 10 of the Student Code of Conduct, the AU may take precautionary measures to protect individuals involved in a misconduct matter, or other members of the University, from an identified risk, or to protect an investigation. Such measures are most likely to be taken where there is a risk to an individual's physical or mental health, and/or the case is of a serious or highly sensitive nature. This may involve full or partial suspension from club activities and must be proportionate to the risk. This may include suspension of an individual from a committee position or from running for a committee position.

3.4 The examples of misconduct and outcomes are not exhaustive; other proportionate outcomes may apply. Severe or repeated misconduct will be taken into account when deciding the outcome. More than one outcome may apply:

Type of Misconduct	Examples	Possible outcomes
Improper interference with the sporting, social or other activities of the University, whether on University premises or elsewhere	<ul style="list-style-type: none"> • Verbal abuse of officials, coaches, university staff, students or publics • Property misuse, including littering, vandalism, untidiness (of training, playing, transport, accommodation and social venues) • Non-accidental damage to kit or failure to return 	<ul style="list-style-type: none"> • Formal written apology required • Required training for club/individuals (eg. bystander training) • Club fines • Downgrade of Club Mark • Club/individual final warning • Required to pay cost of replacement kit
Damage to University property or the property of any student or member of staff of the University, or a visitor to the University; antisocial behaviour	<ul style="list-style-type: none"> • Property damage (of training, playing, transport, accommodation and social venues) • Theft or club account misuse, including financially extorting behaviours • Bullying behaviour • Initiations or 'hazing' • Cultural/ethnic appropriation or insensitivity • Offensive clothing and/or public nudity (at training, playing and social venues) • Drug use at AU/Club events (first offence) • Doping 	<ul style="list-style-type: none"> • Training bans/suspension of individuals/teams/clubs • Playing bans/suspensions for individuals/teams/clubs • Varsity Club/team ban for up to one year • Removal of Committee members from their positions • Individuals banned or suspended from the Club • Removal/downgrade of Club Mark • Club or individual fines (up to £100) • Reduction or removal of operational budget • Sports Award ban for up to one year • Club placed into "special measures"

3.5 Additional measures:

For fixtures on Leeds Beckett University campuses, spectators may only consume alcohol that has been purchased from Sports & Active Lifestyles outlets; any other alcohol will be confiscated by staff and those found to be consuming it will be asked to leave the facility or venue.

Sports kit purchased by the AU for Clubs is the property of the University and any student who does not return kit at the end of the academic year will be charged the full price of a replacement kit. A student may also be charged the full price of a replacement kit in the case of non-accidental damage or inappropriate use of the kit (i.e. wearing kit at socials).

3.6 Where a police investigation has led to a finding of criminal behaviour or a University investigation has found stage 2 misconduct, the following additional outcomes may apply:

- Revocation of sports membership and/or AU membership (without refund)
 - AU funding frozen or removed
 - Closure of the sports club
- In addition, any of the outcomes listed under section B 3 of the Student Code of Conduct may be applied.

3.7 Failing to cooperate with an investigation or with an outcome may be considered misconduct in its own right and may lead to one or more of the outcomes set out above.

3.8 Misconduct by an individual can lead to outcomes for multiple individuals or the whole club where they have been complicit in the misconduct or have concealed or withheld information about it.

3.9 Club incidents may result in whole club sanctions, irrespective of whether the incident was attributed to a particular team, group or sub-section within the club and irrespective of where it took place. Club incidents are activities that are promoted, organised or attributed to the club itself.

3.10 A committee member not directly involved in an incident can also be removed on grounds of lack of responsibility (eg. a Social & Welfare officer, whose role is to look after club socials, can be removed for persistent incidents in relation to club socials).

4 Responding to an outcome

Where one or more outcomes has been applied, clubs and individuals have the right to challenge it within 10 working days by emailing casework@leedsbeckett.ac.uk. The matter will be referred to the Stage 2 procedure set out in the University Student Code of Conduct.